

Schedule C  
LETTER AGREEMENT BETWEEN CORNISH AND TENANT



July 25, 2008

Richard G. Thrasher  
Vice President/General Manager  
Enterprise  
1119 S.W. 7<sup>th</sup> Street  
Renton, WA 98057

Re: Commercial Lease dated April 6, 1993, as amended by letter dated December 2, 2000~~03~~, and lease amendment dated August 2, 2005 (the "Lease") between Howard K. Anderson and Dorcas Anderson, husband and wife ("Anderson"), and Enterprise Leasing Company, d/b/a Enterprise Rent-A-Car, a Washington corporation ("Enterprise"), for property located at 2116 Westlake Avenue, Seattle, Washington (the "Property")

Lease Extension  
dated May 6, 1998,

and Letter  
Agreement  
dated  
November 2,  
2006

Dear Mr. Thrasher:

As we have previously discussed, Cornish is the successor-in-interest to Anderson's interest under the above referenced Lease.

The purpose of this letter is to advise Enterprise of Cornish's plans to redevelop the Property in conjunction with Cornish's adjacent property located at 2101 9<sup>th</sup> Avenue (the "Improvement Project") and to request that Enterprise confirm Cornish's belief that the proposed Improvement Project satisfies the termination provisions set forth in Section 17.12 of the Lease. Preliminary plans and drawings depicting the proposed Improvement Project are enclosed with this letter.

#### Applicable Lease Provision

Section 17.12 of the Lease provides:

Lessor may terminate this lease in the event:

17.12(a):

"Lessor has a bona fide sale of the leased premises to a person or entity who intends to erect upon the leased premises and adjacent property a major improvement after the demolition of any building(s) on the leased premises. Said major improvement to be a multi-story structure and may include a hotel, a store, a warehouse, or office building."

17.12(b):

"Lessor may terminate this Lease in the event Lessor undertakes a major improvement on the leased premises in conjunction with adjacent property owners and the building(s) on the leased premises are destroyed. A major improvement is as described immediately above (in Section 17.12(a))."

Description of Improvement Project

The proposed Improvement Project consists of the following:

1. A sale of a portion of the Property (the "Park Property") to the City of Seattle ("City") for future construction of a public park and related improvements;
2. Construction upon the Park Property of a park and certain related improvements;
3. Complete renovation of the structure now existing on Cornish's adjacent property (the "Cornish Facility");
4. Demolition (by Cornish) of the Enterprise rental car facility now located on the unsold portion of the Property and use of that area in conjunction with the Cornish Facility;
5. Construction of a new, multi-story dance and theater facility with accompanying public performance venues; and
6. Use of the Property for the staging of construction materials, supplies and a crane to be used in the construction and renovation of the Cornish Facility.

Request for Confirmation

Please confirm Enterprise's agreement that the proposed Improvement Project, as outlined above and depicted in the enclosed preliminary plans and drawings, meets the condition(s) for termination of the Lease described in Section 17.12 thereof by counter-signing this letter where indicated below.

Please note this letter is not intended as notice that Cornish is terminating the Lease. Rather, this letter is intended solely to apprise you of the proposed Improvement Project and obtain your acknowledgement that the Improvement Project, if undertaken, satisfies the Lease termination provisions set forth above.

If you have any questions regarding the foregoing, please do not hesitate to contact me by telephone at 206 604 8491.

Very truly yours,

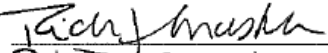


Vicki Clayton  
Chief Operations Officer

Enclosures

The undersigned, on behalf of Enterprise Leasing Company, acknowledges receipt of this letter and agrees that the proposed Improvement Project, as outlined above and depicted on the enclosed preliminary plans and drawings, satisfies the Lease termination provisions set forth in Section 17.12 thereof and entitles Cornish to terminate the Lease in accordance with the terms set forth therein.

ENTERPRISE LEASING CORPORATION

By:   
Name: RICH Thrasher  
Title: VP/GM  
Date: 9/10/08

Enclosures:

1. Lease
2. Preliminary Plans and Drawings

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